

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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AMERISOURCE CORPORATION,

: Docket No. 02 CV 02514 (CLP)

Plaintiff,

:

- against -

RX USA INTERNATIONAL, INC., PARSONS
MEDICAL CENTER PHARMACY, INC. (II) and
PARSONS MEDICAL CENTER PHARMACY, INC.,

: DEFENDANTS' REQUESTED
JURY VERDICT SHEET

:

:

Defendants.

----- X

Counterclaiming Defendants, RxUSA International, Inc., Parsons Medical Center Pharmacy, Inc. (III) and Parsons Medical Pharmacy, Inc. (collectively, "RxUSA"), hereby respectfully request that the Court use the following Special Verdict Form at the conclusion of the trial.¹ RxUSA respectfully reserves the right to modify the contents of the proposed Special Verdict Form as the evidence at trial warrants.

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By: 

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Attorneys for Counterclaiming Defendants

¹ The proposed Jury form does not contain any questions regarding Amerisource's unjust enrichment claim because it is the position of the Defendants that the fact that a contract existed between the parties is not disputed. It is only the terms of the same that are in dispute. As such, no unjust enrichment claim is unnecessary, cannot stand, and should not be presented to the jury.

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PARSONS MEDICAL CENTER PHARMACY, INC.,

:

Defendants.

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SPECIAL VERDICT FORM

**EACH QUESTION THAT IS REQUIRED TO BE ANSWERED
MUST BE ANSWERED BY A UNANIMOUS VOTE OF ALL JURORS**

1. Did RxUSA breach its contract with Amerisource? [Answer YES OR NO]

Answer: _____

**If you answer “YES” to this question, then answer the next question. If you
answer “NO” to this question, proceed to Question 3.**

2. If so, what are Amerisource’s damages? [Insert a dollar amount]

Answer: \$ _____

Proceed to Question 3

3. Did Amerisource breach its contract with RxUSA? [Answer YES OR NO]

Answer: _____

If you answer “YES” to this question, then answer the next question. If you answer “NO” to this question, proceed to Question 5.

4. If so, what are RxUSA’s damages? [Insert a dollar amount]

Answer: \$ _____

Proceed to Question 5

5. Was Amerisource was aware that at least one business relationship between RxUSA and a third party distributor existed or would have existed if not for Amerisource’s interference? [Answer YES or NO].

Answer: _____

If you answer “YES” to this question, then answer the next question. If you answer “NO” to this question, stop your deliberations and report to the Court that you have reached a verdict.

6. Did Amerisource interfere with that potential business relationship? [Answer YES or NO].

Answer: _____

If you answer “YES” to this question, then answer the next question.

If you answer “NO” to this question, stop your deliberations and report to the Court that you have reached a verdict.

7. Did Amerisource use dishonest, unfair, or improper means to do so by making false statements about RxUSA or directing other distributors not to deal with RxUSA? [Answer YES or NO].

Answer: _____

If you answer “YES” to this question, then answer the next question.

If you answer “NO” to this question, stop your deliberations and report to the Court that you have reached a verdict.

8. Was there was an injury to the relationship between RxUSA and at least one other third party distributor as a result of Amerisource's interference? [Answer YES Or NO to this question].

Answer: _____

**If you answer "YES" to this question, then answer the next question.
If you answer "NO" to this question, stop your deliberations and report to the Court that you have reached a verdict.**

9. What were the amount of damages incurred by RxUSA as a result of the interference by Amerisource? [Enter a dollar amount]

Answer: \$ _____

**Regardless of the amount entered in response to this question,
proceed to the next question**

10. Do you find that the conduct of Amerisource warrants punitive or exemplary damages? [Answer YES or NO to this Question; do not insert any dollar amount].

Answer: _____

Report to the Court that you have reached a verdict

Signature of Foreperson:
